

REMARKS

Claims 1, 2, 8-14, 22, 23, 25 and 26 are pending in this application and under consideration. Claim 26 is added herein. Support for claim 26 may be found in claim 23 as filed originally. Further reconsideration is requested based on the foregoing amendment and the following remarks.

Response to Arguments:

The Applicants appreciate the consideration given to their arguments. The Applicants, however, are disappointed that their arguments were not found to be persuasive. With respect to sections 9 and 10 at page 7 of the final Office Action, the Applicants request respectfully some support, either in statute or case law, for the assertion at page 2 of the final Office Action to the effect that:

To be statutory, a computer program must be: (1) coupled with or combined with some statutory physical structure, and (2) produce or effect some useful, concrete, and tangible result.

In the alternative, this assertion is submitted to be without basis. The phrase "coupled with or combined with some statutory physical structure," rather, appears to be analogous the late "technological arts" test, of which the Board of Patent Appeals and Interferences (BPAI) disposed in the recent decision Ex parte Lundgren, Appeal No. 2003-2088 (BPAI 2005):

Our determination is that there is currently no judicially recognized separate 'technological arts' test to determine patent eligible subject matter under § 101. We decline to create one. Therefore, it is apparent that the examiner's rejection cannot be sustained.

The Applicants thus request some showing as to why the subject requirement that the claims must recite some statutory physical structure ought to fare any better under the Boards' review than did the similar technological arts test.

With respect to the statement in section 11, at page 8 of the final Office Action to the effect that:

A computer program *per se*, is not a process, it is an abstract idea, thus is not statutory, as explained in the rejection.

And the accompanying explanation in section 3, at page 2 of the final Office Action to the effect that:

Computer programs *per se* intrinsically require no tangible physical structure, thus do not constitute tangible physical articles or other forms of matter.

Process claims intrinsically require no tangible physical structure either, nor do they constitute tangible physical articles or other forms of matter, and thus, by the definition of statutory subject matter provided at section 3, at page 2 of the final Office Action, process claims are per se non-statutory as well. Process claims are, however, included specifically in the list of statutory subject matter according to 35 U.S.C. §101, so the lack of tangible physical structure, tangible physical articles, or other forms of matter cannot be disqualifying under 35 U.S.C. §101. The assertion, therefore, that computer programs are per se non-statutory because they intrinsically require no tangible physical structure and thus do not constitute tangible physical articles or other forms of matter is submitted to be incorrect.

With respect to section 13, at page 9 of the final Office Action, column 13, lines 8-11 of Wolfe describes only:

In an alternative embodiment, the buyer may specify one or a plurality of dealers to receive the purchase request.

The final Office Action, rather, has apparently focused on the recitation “allowing the user to select the automobile dealer by operations from the information terminal,” and ignored the remainder of the clause, “after said first price providing means transmits the manufacturer’s suggested retail price.” No manufacturer’s suggested retail price is transmitted in Wolfe before the buyer submits the purchase request. No manufacturer’s suggested retail price is transmitted in Wolfe at all, actually. The buyer in Wolfe, rather, does not even know which vehicles will match their search criteria until the purchase request has been submitted, as described at column 16, lines 45-67, continuing at column 17, lines 1-5. Specifying a dealer to receive a *purchase request* does not amount to “allowing the user to select the automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer’s suggested retail price,” as recited in claim 1.

With respect to section 14, at page 9 of the final Office Action, Wolfe is trying to identify dealers offering vehicles potentially matching the specified vehicle description for sale. Wolfe, therefore, is concerned with selling existing inventory, either new or used, on dealers’ lots, as discussed more fully below. In particular, as described at column 13, lines 8-11 of Wolfe:

The Data Center system may then identify the dealers offering for sale vehicles potentially matching the specified vehicle description in the specified geographic region. Then, every identified dealer may receive the purchase request.

Wolfe has no interest in letting customers customize automobiles by selecting desired specifications, let alone “transmitting the manufacturer’s suggested retail price for an automobile

of desired specifications selected by said customize means to the information terminal,” as recited in claim 1. Wolfe cannot customize what exists already, let alone price it. All Wolfe does, rather, is offer aftermarket equipment with which an existing vehicle can be equipped. In particular, as described at column 8, lines 60-67:

In one embodiment, each new vehicle model record may in turn point to a list of aftermarket product records. The aftermarket product records identify additional products offered for sale, by the dealer, for the specific new vehicle model. The aftermarket product record may be comprised of the name of an aftermarket product, a retail price for the product, a discounted price for the product, and possibly a photo showing the product.

Pointing to aftermarket equipment for a vehicle in inventory is not “transmitting the manufacturer’s suggested retail price for an automobile of desired specifications selected by said customize means to the information terminal,” as recited in claim 1.

In fact, as also discussed more fully below, item 410 in Fig. 4, to which the final Office Action analogizes the “automobile of desired specifications selected by said customize means” recited in claim 1, is the price of an *existing* vehicle. In particular, as described at column 9, 14-29:

In one embodiment, a new vehicle database may be comprised of a list of new vehicle records which may be stored in the Data Center storage medium 106. Each new vehicle model available for purchase through the Data Center system is associated with a new vehicle record. FIG. 4 illustrates a new vehicle record suitable for use with the invention. Seven fields are illustrated comprising a vehicle make 402, vehicle model 404, vehicle year 406, vehicle type 408, vehicle estimated price 410, vehicle features 412, and vehicle photo 414. It should be understood that appropriate fields may be added and a field may contain additional sub-fields. For example, the vehicle features field 412 may advantageously be comprised of a standard features field and an optional features field. In one embodiment, the vehicle type field 408 may specify whether the vehicle is a passenger car, a luxury car, a sports car, or the like..

Thus, Wolfe is simply showing vehicles to the customer that are *already* on dealers’ lots and that match the customer’s specifications.

With respect to section 15, at page 9 of the final Office Action, the portion of Wolfe selected by the final Office Action, at column 11, lines 20-24 of Wolfe, describes only:

Thus, for example, the buyer information field may include sub-fields for name, address, zip code, e-mail address, phone numbers, and contact preference. The new vehicle purchase request record may advantageously be stored in the Data Center storage medium 106.

Here, Wolfe is describing the form a new vehicle purchase request record might take, not “transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means,” as recited in claim 1.

With respect to section 16, at page 10 of the final Office Action, 35 U.S.C. § 102(e), under which the claims were found to be anticipated, provides:

A person shall be entitled to a patent unless -
(e) the invention was described in - (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for the purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

So, except to the extent the applications for patents listed so kindly in section 16, at page 10 of the final Office Action were published under section 122(b), by another filed in the United States before the invention by the applicant for patent, or a patent was granted on them, and they were substituted for the subject Wolfe reference in the present Office Action, their disclosures are submitted to not be relevant.

Finally, with respect to section 17, at page 10 of the final Office Action, the Applicants are not arguing simply that Wolfe fails to “use the same names for certain elements as the names used by applicant,” but rather that Wolfe does not “show the claimed elements arranged in the same manner as in the claims” at *all*. Even elements interpreted as broadly as their terms reasonably allow have to read on elements that actually exist in a reference. Further reconsideration is thus requested.

Claim Rejections - 35 U.S.C. § 101:

Claim 23 was rejected under 35 U.S.C. § 101 as directed to non-statutory subject matter. The rejection is traversed. Claim 23 recites, inter alia “means for allowing,” “means for referring,” and “means for transmitting,” and is thus a so-called “means plus function” claim within the provisions of 35 U.S.C. § 112, sixth paragraph. As provided in 35 U.S.C. § 112, sixth paragraph:

An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material, or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

Thus, far from being required to be “coupled with or combined with some statutory physical structure,” a means plus function claim such as claim 23 would actually be *indefinite* if it were to recite structure.

M.P.E.P. § 2181(I)(C), in fact, prohibits the recitation of structure in a means plus function clause:

The phrase “means for” or “step for” must not be modified by sufficient structure, material or acts for achieving the specified function.

Claim 23 is thus submitted be directed to statutory subject matter within the provisions of 35 U.S.C. § 112, sixth paragraph, and consequently 35 U.S.C. § 101 as well. Withdrawal of the rejection of claim 23 is earnestly solicited.

Claim Rejections - 35 U.S.C. § 102:

Claims 1, 2, 8, 10-14, 22, 23 and 25 were rejected under 35 U.S.C. § 102(e) as anticipated by Wolfe et al. US 6,282,517 (hereinafter “Wolfe”). The rejection is traversed.

The fourth clause of claim 1 recites:

Allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with the respective predetermined automobile specifications.

Wolfe neither teaches, discloses, nor suggests “allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with the respective predetermined automobile specifications,” as recited in claim 1. Wolfe, rather, is written for the benefit of the seller, from the seller’s perspective. Wolfe is apparently bothered by the inefficiencies caused by buyers behaving in a dilettante manner, as described at column 1, lines 43-49:

In a conventional vehicle sales scenario, a potential automobile purchaser initiates a purchasing process by visiting a dealership. The customer may make several preliminary visits before making his or her purchasing intent known to the dealer. Until the purchasing intent is revealed, the dealer acts inefficiently in attempting to consummate a customer purchase.

“Allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with the respective predetermined automobile specifications,” as recited in claim 1, on the other hand, would simply encourage a buyer to waste more of the seller’s time by

liberating them somewhat from the seller's grasp. The buyer, in particular, would receive an estimated price without having to make his or her purchasing intent known to the dealer. This, from Wolfe's point of view, is inefficient.

As Wolfe would have it, on the other hand, as described at column 2, lines 45-60:

When a potential buyer submits either a new vehicle purchase request or a used vehicle purchase request, the Data Center system invokes program modules such as, by way of example, a buyer access module, to create an appropriate purchase request record. Moreover, the Data Center system identifies and notifies an appropriate seller of the purchase request. In one embodiment, the purchase request record is stored in the appropriate seller's exclusive database region. In another embodiment, the seller record may advantageously point to the purchase request record. Thus, the seller immediately becomes aware of the purchase request upon the creation of the purchase request record. In an alternative embodiment, the Data Center system may identify and notify one or a plurality of sellers of the purchase request. Here, the purchase request record may be stored in each identified seller's exclusive database region.

Thus, in Wolfe, the buyer must request a purchase, i.e. be ready to buy, before they are assigned to a dealer. This is to be contrasted with claim 1, which recites, "allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with the respective predetermined automobile specifications."

Wolfe, furthermore, is about selling new vehicles off of dealer lots, not allowing buyers to order them to their desired specifications from the factory. In particular, as described in Wolfe at column 7, lines 1-9:

In another embodiment, the Data Center programs may transfer the information stored on the Data Center storage medium 106 to sources external to the Data Center system. For example, vehicle inventory information may advantageously be transferred to other third-party computers connected to the network 102. A potential buyer can then access the third-party computer to view vehicle data. In yet another embodiment, the potential buyer may also submit a vehicle purchase request from the third-party computer.

Since, in Wolfe, vehicle inventory information held in Data Center storage medium 106 may be transferred to other third-party computers connected to the network 102, Wolfe has no way to allow "a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with the respective predetermined automobile specifications," as recited in claim 1. The vehicles, rather, have already been built.

The fifth clause of claim 1 recites:

Transmitting the manufacturer's suggested retail price for an automobile of desired specifications selected by said customize means to the information terminal.

Wolfe neither teaches, discloses, nor suggests "transmitting the manufacturer's suggested retail price for an automobile of desired specifications selected by said customize means to the information terminal," as recited in claim 1. Wolfe, rather, mentions no manufacturer's suggested retail price at all, let alone transmitting a "manufacturer's suggested retail price for an automobile of desired specifications," as recited in claim 1.

Fig. 16, in particular, shows no manufacturer's suggested retail price, contrary to the implication in the final Office Action, and item 410 in Fig. 4 is a vehicle estimated price, not a "manufacturer's suggested retail price for an automobile of desired specifications," as recited in claim 1. A manufacturer would not need to estimate their own price. Finally, column 8, line 60 to column 9, line 29 of Wolfe pertains to records of aftermarket equipment, not a vehicle at all, let alone a "manufacturer's suggested retail price for an automobile of desired specifications," contrary to the assertion at page 8, paragraph 12 of the final Office Action. Rather, as discussed above, Wolfe is dealing in an existing inventory, and has no way allow customers to customize their vehicles.

Furthermore, in Wolfe, a new vehicle model record points to a list of *aftermarket* product records, not a "manufacturer's suggested retail price for an automobile of desired specifications," as recited in claim 1. In particular, as described at column 8, lines 60-67:

In one embodiment, each new vehicle model record may in turn point to a list of aftermarket product records. The aftermarket product records identify additional products offered for sale, by the dealer, for the specific new vehicle model. The aftermarket product record may be comprised of the name of an aftermarket product, a retail price for the product, a discounted price for the product, and possibly a photo showing the product.

Since, in Wolfe, a new vehicle model record points to a list of aftermarket product records, Wolfe is not a "transmitting the manufacturer's suggested retail price for an automobile of desired specifications," as recited in claim 1. The fact that records already exist for the vehicles mean they have already been built. All Wolfe, rather, can pedal are aftermarket products, things like chain steering wheels and chrome hubcap spinners, since, as discussed above, the vehicles in Wolfe are already built.

Furthermore, in Wolfe, new vehicle model records point to a vehicle model specifics record and a vehicle model accessories record, not a "manufacturer's suggested retail price for

an automobile of desired specifications," as recited in claim 1. In particular, as described at column 9, lines 1-13:

In yet another embodiment, each new vehicle model record may further point to a vehicle model specifics record and a vehicle model accessories record. The vehicle model specifics record may identify the vehicle model specifics such as available transmission type, available number of doors, and the like. The vehicle model accessories record may identify the accessories such as leather seats, power windows, and the like, available for the vehicle model. In an alternative embodiment, the vehicle model specifics record contents and the vehicle model accessories record contents may be appropriately displayed in a web page. The buyer may then specify the desired vehicle specifics and the desired vehicle accessories.

Thus, in Wolfe, new vehicle model records point to a vehicle model specifics record and a vehicle model accessories record, neither of which are described as a "manufacturer's suggested retail price for an automobile of desired specifications," as recited in claim 1.

Finally, in Wolfe, a new vehicle model record includes a vehicle estimated price 410, not a "manufacturer's suggested retail price for an automobile of desired specifications," as recited in claim 1. Vehicle estimated price 410 has nothing to do with any desired specifications. Vehicle estimated price 410, rather, is merely an estimated price for an existing vehicle, as shown by the presence of vehicle features field 412 may advantageously be comprised of a standard features field and an optional features field. Thus, vehicle estimated price 410 is provided before any optional equipment has even been selected, or the buyer's preferences are known. Since, as discussed above, Wolfe is dealing with existing inventory, the buyers cannot specify how a vehicle will be equipped, they can only choose a vehicle that is equipped as they like. In particular, as described at column 9, lines 14-29:

In one embodiment, a new vehicle database may be comprised of a list of new vehicle records which may be stored in the Data Center storage medium 106. Each new vehicle model available for purchase through the Data Center system is associated with a new vehicle record. FIG. 4 illustrates a new vehicle record suitable for use with the invention. Seven fields are illustrated comprising a vehicle make 402, vehicle model 404, vehicle year 406, vehicle type 408, vehicle estimated price 410, vehicle features 412, and vehicle photo 414. It should be understood that appropriate fields may be added and a field may contain additional sub-fields. For example, the vehicle features field 412 may advantageously be comprised of a standard features field and an optional features field. In one embodiment, the vehicle type field 408 may specify whether the vehicle is a passenger car, a luxury car, a sports car, or the like.

Thus, in Wolfe, a new vehicle model record includes a vehicle estimated price 410, not a "manufacturer's suggested retail price for an automobile of desired specifications," as recited in

claim 1. Vehicle estimated price 410 has nothing to do with any desired specifications. Vehicle estimated price 410, rather, is merely an estimated price for a generic vehicle, as shown by the presence of vehicle features field 412 may advantageously be comprised of a standard features field and an optional features field. Thus, vehicle estimated price 410 is provided before any optional equipment has even been selected, or the buyer's preferences are known. This is to be contrasted with claim 1, which recites a "manufacturer's suggested retail price for an automobile of desired specifications."

The sixth clause of claim 1 recites:

Allowing the user to select the automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer's suggested retail price.

Wolfe neither teaches, discloses, nor suggests "allowing the user to select the automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer's suggested retail price," as recited in claim 1. In Wolfe, rather, the buyer can only specify a dealer or dealers to whom the *purchase request* will be sent. The Data Center system, not the user, will then identify the dealers offering for sale vehicles potentially matching the specified vehicle description in the specified geographic region, contrary to the assertion at page 4, in the section labeled 5 of the final Office Action. In particular, as described at column 13, lines 8-17:

In an alternative embodiment, the buyer may specify one or a plurality of dealers to receive the purchase request. For example, the buyer may simply specify one or a plurality of dealers to receive the purchase request. In another embodiment, the buyer may specify a geographic region and a vehicle description. The Data Center system may then identify the dealers offering for sale vehicles potentially matching the specified vehicle description in the specified geographic region. Then, every identified dealer may receive the purchase request.

Thus, in Wolfe, the Data Center system identifies the dealers offering for sale vehicles potentially matching the specified vehicle description in the specified geographic region. This is to be contrasted with claim 1, which recites "allowing the user to select the automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer's suggested retail price."

Finally, the seventh clause of claim 1 recites:

Transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means.

Wolfe neither teaches, discloses, nor suggests “transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means,” as recited in claim 1. The only estimated price in Wolfe, rather, Vehicle estimated price 410, has nothing to do with any desired specifications, as discussed above.

Wolfe, furthermore, describes a new vehicle purchase request record at column 11, lines 20-24, not “transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means,” contrary to the assertion at page 4, in the section labeled 3 of the final Office Action. In particular, column 11, lines 20-24 describes:

Thus, for example, the buyer information field may include sub-fields for name, address, zip code, e-mail address, phone numbers, and contact preference. The new vehicle purchase request record may advantageously be stored in the Data Center storage medium 106.

Thus, in Wolfe, the buyer information field may include sub-fields for name, address, zip code, e-mail address, phone numbers, and contact preference. This is to be contrasted with claim 1, which recites, “transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means.” Claim 1 is submitted to be allowable. Withdrawal of the rejection of claim 1 is earnestly solicited.

Claims 2, 8, and 10-14 depend from claim 1 and add further distinguishing elements. Claims 2, 8, and 10-14 are thus also submitted to be allowable. Withdrawal of the rejection of claims 2, 8, and 10-14 is also earnestly solicited.

Claim 22:

The second clause of claim 22 recites:

Allowing a user of an information terminal that is connected to the estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with predetermined choices by operations from the information terminal.

Wolfe neither teaches, discloses, nor suggests “allowing a user of an information terminal that is connected to the estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with predetermined choices by operations from the information terminal,” as discussed above with respect to the rejection of claim 1.

The third clause of claim 22 recites:

Transmitting the automobile manufacturer's suggested retail price for the selected automobile of desired specifications from the first data base to the information terminal.

Wolfe neither teaches, discloses, nor suggests "transmitting the automobile manufacturer's suggested retail price for the selected automobile of desired specifications from the first data base to the information terminal," as discussed above with respect to the rejection of claim 1.

The fourth clause of claim 22 recites:

Allowing the user to select an automobile dealer by operations from the information terminal after the automobile manufacturer's suggested retail price is transmitted.

Wolfe neither teaches, discloses, nor suggests "allowing the user to select an automobile dealer by operations from the information terminal after the automobile manufacturer's suggested retail price is transmitted," as discussed above with respect to the rejection of claim 1.

Finally, the fifth clause of claim 22 recites:

Transmitting an estimated price of the selected automobile dealer for the automobile of desired specifications and the desired specifications, when the automobile dealer is selected, to the information terminal in a name for the selected automobile dealer.

Wolfe neither teaches, discloses, nor suggests "transmitting an estimated price of the selected automobile dealer for the automobile of desired specifications and the desired specifications, when the automobile dealer is selected, to the information terminal in a name for the selected automobile dealer," as discussed above with respect to the rejection of claim 1. Claim 22 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 22 is earnestly solicited.

Claim 23:

The fourth clause of claim 23 recites:

Allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with the respective predetermined automobile specifications by operations from the information terminal.

Wolfe neither teaches, discloses, nor suggests "allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an

automobile of desired specifications in accordance with the respective predetermined automobile specifications by operations from the information terminal," as discussed above with respect to the rejection of claim 1.

The fifth clause of claim 23 recites:

Transmitting the manufacturer's suggested retail price for an automobile of desired specifications selected by said customize means to the information terminal.

Wolfe neither teaches, discloses, nor suggests "transmitting the manufacturer's suggested retail price for an automobile of desired specifications selected by said customize means to the information terminal," as discussed above with respect to the rejection of claim 1.

The sixth clause of claim 23 recites:

Allowing the user to select an automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer's suggested retail price.

Wolfe neither teaches, discloses, nor suggests "allowing the user to select an automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer's suggested retail price," as discussed above with respect to the rejection of claim 1.

Finally, the seventh clause of claim 23 recites:

Transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means.

Wolfe neither teaches, discloses, nor suggests "transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means," as discussed above with respect to the rejection of claim 1. Claim 23 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 23 is earnestly solicited.

Claim 25:

The fourth clause of claim 25 recites:

Allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired

specifications in accordance with the respective predetermined automobile specifications by operations from the information terminal.

Wolfe neither teaches, discloses, nor suggests “allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with the respective predetermined automobile specifications by operations from the information terminal,” as discussed above with respect to the rejection of claim 1.

The fifth clause of claim 25 recites:

Transmitting the manufacturer’s suggested retail price for an automobile of desired specifications selected by said customize means to the information terminal.

Wolfe neither teaches, discloses, nor suggests “transmitting the manufacturer’s suggested retail price for an automobile of desired specifications selected by said customize means to the information terminal,” as discussed above with respect to the rejection of claim 1.

The sixth clause of claim 25 recites:

Allowing the user to select an automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer’s suggested retail price.

Wolfe neither teaches, discloses, nor suggests “allowing the user to select an automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer’s suggested retail price,” as discussed above with respect to the rejection of claim 1.

Finally, the seventh clause of claim 25 recites:

Transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means.

Wolfe neither teaches, discloses, nor suggests “transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means,” as discussed above with respect to the rejection of claim 1. Claim 25 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 25 is earnestly solicited.

Claim Rejections - 35 U.S.C. § 103:

Claims 9 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Wolfe. The rejection is traversed. Reconsideration is earnestly solicited.

Claim 9 depends from claim 1 and adds further distinguishing elements. Wolfe neither teaches, discloses, nor suggests, "allowing a user of an information terminal connected to said estimated price providing apparatus via a communication line to select an automobile of desired specifications in accordance with the respective predetermined automobile specifications," "transmitting the manufacturer's suggested retail price for an automobile of desired specifications selected by said customize means to the information terminal," "allowing the user to select the automobile dealer by operations from the information terminal after said first price providing means transmits the manufacturer's suggested retail price," or "transmitting an estimated price of the automobile dealer selected by said dealer select means for the automobile of desired specifications when the automobile dealer is selected by said dealer select means," as discussed above with respect to the rejection of claim 1. Claim 9 is thus also submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 9 is also earnestly solicited.

New claim 26:

The sixth clause of claim 26 recites:

Allowing the user to select an automobile dealer from the information terminal after the automobile manufacturer's suggested retail price is transmitted.

Wolfe neither teaches, discloses, nor suggests, "allowing the user to select an automobile dealer from the information terminal after the automobile manufacturer's suggested retail price is transmitted" as discussed above with respect to the rejection of claim 1.

The seventh clause of claim 26 recites:

Transmitting an estimated price of the selected automobile dealer for the automobile of desired specifications and the desired specifications from the second database to the information terminal.

Wolfe neither teaches, discloses, nor suggests "transmitting an estimated price of the selected automobile dealer for the automobile of desired specifications and the desired specifications from the second database to the information terminal," as discussed above with respect to the rejection of claim 1. Claim 26 is thus also believed to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1.

Conclusion:

Accordingly, in view of the reasons given above, it is submitted that all of claims 1, 2, 8-14, 22, 23, 25 and 26 are allowable over the cited references. There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

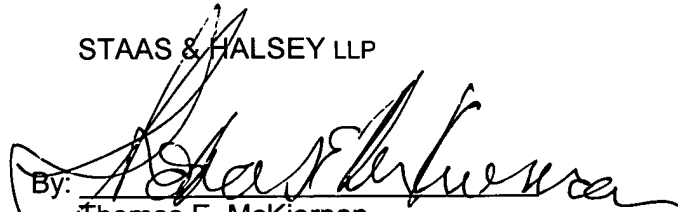
If there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: 15 MR 06

By: 
Thomas E. McKiernan
Registration No. 37,889

1201 New York Ave, N.W., 7th Floor
Washington, D.C. 20005
Telephone: (202) 434-1500
Facsimile: (202) 434-1501